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## **ATTACHMENT VIII**

### **BUSINESS PROCESS REQUIREMENTS**

#### ***Section 1. General Business Requirements***

##### **1.1 Procedures**

###### **1.1.1 Contact with Subscribers**

1.1.1.1 Each Party at all times shall be the primary contact and account control for all interactions with its own subscribers regarding such Party's services purchased by the subscribers, except as otherwise agreed. A Party's subscribers shall include active subscribers as well as those for whom it has service orders pending.

1.1.1.2 With respect to a Party that may receive inquiries from the other Party's subscribers, or otherwise have opportunity for such subscriber contact, the Party shall: (i) provide mutually agreed referrals to subscribers who inquire about the other Party's services or products; (ii) not disparage or discriminate against the other Party, or its products or services; and (iii) not provide information about its own products or services during that same inquiry or subscriber contact unless asked by the subscriber.

1.1.1.3 Each Party shall protect the Proprietary Information of the other Party and the other Party's subscribers in accordance with Section 22 of Part A.

###### **1.1.2 Expedite, Escalation, and Disaster Procedures**

1.1.2.1 No later than thirty (30) days after the Effective Date of this Agreement, the Parties shall develop mutually acceptable escalation and expedite procedures which may be invoked at any point in the service ordering, provisioning, maintenance, and subscriber usage data transfer processes to facilitate rapid and timely resolution of disputes. In addition, the Parties will establish intercompany contacts lists for purposes of handling subscriber and other matters which require attention/resolution outside of normal business procedures within thirty (30) days after the Effective Date of this Agreement. Each Party shall provide to the other an updated escalation contacts list promptly following any changes thereto.

### **1.1.3 Subscriber of Record**

1.1.3.1 Each Party shall recognize the other as the subscriber of record for all services ordered by the other Party and shall send all notices, invoices, and information which pertain to such ordered services directly to such other Party. Each Party shall provide the other Party with addresses to which such notices, invoices, and information shall be sent.

### **1.1.4 Work Center Interface Procedures**

1.1.4.1 Bell Atlantic and MCI shall, as early as practicable, but no later than ninety (90) days, after the Effective Date of this Agreement, develop and implement work center interface procedures where appropriate for a function/business process provided by a Party. Each Party shall provide reasonable notice to the other Party of changes to its processes.

## **1.2 Service Offerings**

### **1.2.1 Changes in Retail Service Offerings**

1.2.1.1 Bell Atlantic shall notify MCI of any proposed changes in the terms and conditions under which Bell Atlantic offers Telecommunications Services to subscribers who are not Telecommunications Service providers or carriers, including, but not limited to, the introduction or discontinuance of any features, functions, services, promotions, or changes in retail rates. Such notification shall be by such public notice, including Tariff filings, as is required by State law or Commission rule. In addition, Bell Atlantic shall provide notification by posting such changes on Bell Atlantic's World Wide Web site within five (5) business days after the date of the public notice required by State law or Commission rule.

### **1.2.2 Essential Services**

1.2.2.1 Bell Atlantic shall designate an access line as an essential service line ("ESL") upon MCI's request. MCI will be responsible for following National Security Emergency Preparedness ("NSEP") guidelines for designating ESL services.

### **1.2.3 Deaf and Disabled Services**

1.2.3.1 The Parties shall cooperate to provide services necessary to serve deaf and disabled service subscribers.

#### **1.2.4 Training Support**

1.2.4.1 Each Party will provide the other Party with sufficient operational instruction to enable the purchasing Party to access any of the providing Party's operational support systems provided for elsewhere in this Agreement.

#### **1.2.5 Carrier Identification Codes**

1.2.5.1 The providing Party shall provide to the purchasing Party a list of active carrier identification codes ("CIC") and shall provide occasional updates, as required, for each of the providing Party's access tandems or functional equivalent; provided, however, that MCIIm shall be obligated to provide such information only for CIC codes on any MCIIm access tandem or functional equivalent thereof which do not appear on the most current list provided to MCIIm by Bell Atlantic for such access tandem or functional equivalent thereof.

### ***Section 2. Ordering and Provisioning***

#### **2.1 General Business Requirements**

##### **2.1.1 Ordering and Provisioning Parity**

2.1.1.1 During the term of this Agreement, Bell Atlantic shall provide necessary ordering and provisioning business process support as well as those technical and systems interfaces as may be required to enable MCIIm to provide Local Resale services and Network Elements at parity with Bell Atlantic.

##### **2.1.2 CLEC Sales and Support Center ("CSSC")/Single Point of Contact ("SPOC")**

2.1.2.1 Bell Atlantic shall provide up to three (3) CSSCs or reasonable equivalent which shall serve as MCIIm's SPOC for all activities involved in the ordering and provisioning of Bell Atlantic's Network Elements and Local Resale services. The SPOC shall receive orders (through an electronic interface) twenty-four (24) hours a day, seven (7) days a week.

2.1.2.2 The SPOC shall provide service during the hours of 8:30 a.m. to 4:30 p.m., EST, Monday through Friday (or such additional hours as Bell Atlantic shall provide service to its own subscribers) answered by personnel reasonably trained to answer questions and resolve problems in connection with the ordering and provisioning of Network Elements and Local Resale services.

2.1.2.3 Bell Atlantic shall provide, through electronic interfaces, provisioning and premises visit installation support for coordinated scheduling, status, and dispatch capabilities from 7:00 a.m. to other 10:00 p.m., EST, Monday through Friday, and Saturday from 7:00 a.m. to 8:00 p.m., EST, or for such additional hours as Bell Atlantic shall provide service to its own subscribers. Additional charges will be incurred for dispatches outside of Bell Atlantic's normal work days and work hours.

### **2.1.3 Street Address Guide ("SAG")**

2.1.3.1 Commencing with the Effective Date of this Agreement, if Bell Atlantic should cease using postal information to develop and maintain its SAG, then upon terms and conditions to be mutually agreed, Bell Atlantic shall provide to MCIIm SAG data, or its equivalent, in a standard electronic format.

### **2.1.4 Subscriber Payment History**

2.1.4.1 Neither Party shall refuse service to a potential subscriber of the other Party on the basis of the subscriber's past payment history with the providing Party, provided that the purchasing Party shall be responsible for payment to the providing Party for purchased services with respect to such subscriber regardless of the payment performance of the subscriber.

### **2.1.5 Carrier Selection**

2.1.5.1 For Local Resale services or Network Elements, Bell Atlantic shall provide to MCIIm, when ordered by the Commission, the capability to order local service, intraLATA, and interLATA service by entering MCIIm's subscriber's choice of carrier on a single order. Bell Atlantic shall provide MCIIm with the capability to order separate interLATA and intraLATA carriers on a line or trunk (with line side treatment) basis.

2.1.5.2 Where intraLATA toll carrier selection is not implemented, Bell Atlantic agrees to provide intraLATA toll services for Local Resale and Local Switching, to resold or unbundled Switch lines provided to MCIIm. Where intraLATA toll carrier selection is implemented, Bell Atlantic will route toll calls to the appropriate carrier as designated by MCIIm.

### **2.1.6 Notification to Long Distance Carrier**

2.1.6.1 Subject to Section 15 of Part A, Bell Atlantic agrees to notify MCIIm using OBF-approved CARE transactions, whenever an MCIIm subscriber who is provided local service through Local Resale or Local Switching changes PIC status.

2.1.6.2 Subject to Section 15 of Part A, Bell Atlantic shall support and implement new transaction code status indicators ("TCSIs") defined by OBF in support of Local Resale to enable MCIm to provide seamless subscriber service.

2.1.6.2.1 Bell Atlantic shall implement TCSIs used in conjunction with the new local service provider ("LSP") identification code for handling account maintenance, subscriber service, and such other codes as OBF may define.

2.1.6.2.2 In addition, Bell Atlantic shall implement TCSIs used in conjunction with the new ported telephone number field to link "shadow" and ported telephone numbers in support of INP.

2.1.6.3 Bell Atlantic shall provide to MCIm the LSP ID on purchased lists of MCIm's PIC'd and non-PIC'd subscribers.

2.1.6.4 Bell Atlantic shall provide the ported telephone number on purchased CARE lists of MCIm's PIC'd and non-other party's PIC'd subscribers.

#### **2.1.7 Number Administration/Number Reservations**

2.1.7.1 Until number administration functions are assumed by a neutral third-party in accordance with FCC Rules and Regulations, Bell Atlantic shall assign NXXs to MCIm on a Non-Discriminatory Basis with no restrictions other than those imposed upon all carriers under the North American Numbering Plan or comparable conventions. In addition, Bell Atlantic shall provide activation of translations routing of MCIm's NXXs to meet established national implementation dates. Further, Bell Atlantic shall provide MCIm with access to abbreviated dialing codes, access arrangements for 555 line numbers, and the ability to obtain telephone numbers, including specific numbers where available, while a subscriber is on the phone with MCIm, all at Parity. Bell Atlantic shall provide the same range of number choices to MCIm, including choice of exchange number, as Bell Atlantic provides its own subscribers. Reservation and aging of numbers shall remain Bell Atlantic's responsibility.

2.1.7.2 Where mutually agreed, which agreement shall not be unreasonably withheld, the Parties will implement LERG reassignment for particular NXX codes.

2.1.7.3 Bell Atlantic shall accept MCIm orders for vanity numbers and blocks of numbers for use with complex services including, but not limited to, direct inward dialing, CENTREX, and hunting arrangements, as



reasonably requested by MCIIm, in accordance with applicable Tariffs, and at Parity.

2.1.7.4 For simple services number reservations, Bell Atlantic shall provide real-time confirmation of the number reservation. For number reservations associated with complex services, Bell Atlantic shall provide confirmation of the number reservation within two (2) business days of MCIIm's request. Number reservations shall be provided in accordance with applicable Tariffs and at Parity with that provided Bell Atlantic's own subscribers.

## **2.2 Service Order Process Requirements**

### **2.2.1 OBF Compliance**

2.2.1.1 Subject to Section 15 of Part A and in accordance with OBF standards, Bell Atlantic and MCIIm shall generally follow the OBF-developed ordering and provisioning process standards. These include pre-order service inquiry, pre-order service inquiry response, firm order acknowledgment/rejection, firm order confirmation, and those to be developed for delay notification, completion notification and the like. Each Party agrees to work cooperatively to implement future relevant OBF-developed processes related to ordering and provisioning.

### **2.2.2 Service Migrations and New Subscriber Additions**

2.2.2.1 Party A shall not require a disconnect order from a subscriber, another local service provider, or any other entity, to establish Party B's local service for a subscriber and/or migrate a subscriber to Party B's local service. Party B shall be responsible for obtaining a Third-Party Verification ("TPV"), Letter of Authorization ("LOA"), or the like which satisfies FCC and Commission requirements.

2.2.2.2 With respect solely to Local Resale services available for resale hereunder, Bell Atlantic shall not disconnect any such service or associated features at any time during the migration of a subscriber to MCIIm service without the prior consent of MCIIm, unless such disconnection is necessitated by the change in service requested by MCIIm. Upon completion of such migration, MCIIm shall be responsible for payment for any such non-disconnected service as set forth in Attachment I to this Agreement.

2.2.2.3 Party A shall recognize Party B as an agent for the subscriber in coordinating the disconnection of services provided by Party A or another carrier. MCIIm shall be responsible for obtaining a TPV, LOA, or the like

which satisfies FCC requirements. In addition, when coordinated cut-over services are ordered, Bell Atlantic shall not disconnect any Bell Atlantic services provided to the Bell Atlantic subscriber until MCIIm notifies Bell Atlantic that MCIIm's service has been installed and operational, except where existing Bell Atlantic facilities are being reused.

2.2.2.4 Unless otherwise directed by MCIIm, when MCIIm orders Local Resale services or Local Switching, all trunk or telephone numbers currently associated with existing POTS services shall be retained without loss of feature capability and without loss of associated ancillary services, including, but not limited to, Directory Assistance Services and 911/E911 capability offered by Bell Atlantic, provided that MCIIm includes such features and ancillary services in its orders.

### 2.2.3 Cut-Over Process

The following cut-over coordination procedures shall apply for conversions of "live" Telephone Exchange Services to Unbundled Local Loops, including conversions to Unbundled Local Loops with INP, and to any other conversions that either Party determines must be coordinated to avoid a substantial risk of significant subscriber service disruption. Although written below to describe only conversions from Bell Atlantic to MCIIm, these and other mutually agreed-upon coordination procedures shall apply reciprocally for the "live" cutover of subscribers from Bell Atlantic to MCIIm and from MCIIm to Bell Atlantic. NP cut-over procedures shall be reasonably agreed by the Parties at such time as the capability has been developed.

2.2.3.1 MCIIm shall request cut-over coordination by delivering to Bell Atlantic a valid electronic transmittal service order (when available) or another mutually agreed-upon type of service order. Such service order shall be provided in accordance with industry format and specifications or such format and specifications as may be agreed to by the Parties. Within forty-eight (48) hours after Bell Atlantic's receipt of such valid service order, Bell Atlantic shall provide MCIIm the FOC date and time according to the installation time frames set forth in Section 2.5 below and for NP, Attachment VII, Section 4.2.

2.2.3.2 On each order, the Parties will agree on a cut-over time at least forty-eight (48) hours before that cut-over. Cut-over time will be defined as a fifteen (15) to thirty (30) minutes per line window within which both Parties will make telephone contact to complete the cut-over. The cut-over window for other methodologies will be agreed to by the Parties.

2.2.3.3 Within the appointed fifteen (15) to thirty (30) minute cut-over time, Bell Atlantic will call MCIm to coordinate cut-over work and when MCIm is reached in that interval, such work will be promptly performed.

2.2.3.4 If MCIm requires a change in scheduling, it must contact Bell Atlantic to issue a supplement to the original order. The negotiations process to determine the date and time of cut-over will then be reinstituted as usual pursuant to Section 2.2.3.3.

2.2.3.5 If MCIm is not ready within the appointed interval and if it had not called to reschedule the work at least two (2) hours prior to the start of the interval, MCIm shall be liable for the non-recurring charge for such work for the missed appointment. In addition, non-recurring charges, if applicable, for the rescheduled appointment will apply.

2.2.3.6 If Bell Atlantic is not available or not ready at any time during the appointed fifteen (15) to thirty (30) minute interval, the Parties will reschedule and Bell Atlantic will waive the non-recurring charge, if applicable, for such work whenever it is performed pursuant to an agreed-upon rescheduling.

2.2.3.7 Beginning nine (9) months from the Effective Date, if unusual or unexpected circumstances prolong or extend the time required to accomplish the coordinated cut-over, the Party responsible for such circumstances is responsible for the reasonable labor charges of the other Party. Delays caused by the MCIm subscriber are the responsibility of MCIm.

#### **2.2.4 Intercept Treatment and Transfer of Service Announcements**

2.2.4.1 For Local Resale services, Bell Atlantic shall provide unbranded basic intercept treatment and transfer of service announcements to MCIm's subscribers.

2.2.4.2 When an end user customer changes its service provider from one Party to the other Party and does not retain its original telephone number, the Party formerly providing service to such end user shall provide a referral announcement on the end user's former telephone number that provides the end user's new number or other appropriate information to the extent known. Referral announcements shall be provided reciprocally, free of charge to either Party or the end user to the extent the providing Party does not charge its own end user customers for such service, for the same period of time the providing Party provides its own end user customers when they change their telephone numbers.

2.2.4.3 The providing Party shall provide such basic treatment and transfer of service announcement in accordance with its normal policies and procedures for all service disconnects, suspensions, or transfers.

#### **2.2.5 Desired Due Date ("DDD")**

2.2.5.1 For services with agreed upon intervals, the purchasing Party shall select on each order the DDD consistent with agreed intervals. For services with variable intervals, the purchasing Party shall select among available due dates, obtained through an electronic interface, for specific services with variable intervals. The providing Party shall use reasonable efforts to not complete the order prior to the DDD or later than the DDD unless authorized by the purchasing Party.

2.2.5.2 If the DDD falls after the standard order completion interval (as mutually agreed by the Parties), the providing Party shall use reasonable efforts to complete the order on the DDD.

2.2.5.3 Subsequent to an initial order submission, the purchasing Party may request a new/revised due date that is earlier than the minimum defined interval. The providing Party shall use reasonable efforts to meet such date and may assess Non-Discriminatory expedite charges. The Parties agree that expedite orders are not to be used as a mechanism for routine avoidance of the standard DDD or standard interval(s) set forth in this Agreement. If (i) the providing Party does not assess an expedite charge on the purchasing Party; and (ii) based on the exercise of reasonable judgment, the providing Party determines that the purchasing Party is using expedite orders at a rate substantially in excess of the rate at which the providing Party and other parties use expedite orders on the providing Party's ordering systems, the providing Party shall immediately notify the purchasing Party at the Director level of escalation. The Parties shall immediately undertake good faith negotiations, based on each Party's data, to resolve the issue at the Director level of escalation, and, failing prompt and successful negotiations, through the complaint processes of the Commission or the FCC.

2.2.5.4 Any special or preferred scheduling options available to the providing Party shall also be available to the purchasing Party. The providing Party may assess Non-Discriminatory charges for such options.

#### **2.2.6 Subscriber Premises Inspections and Installations**

2.2.6.1 MCI shall perform or contract for any needs assessments, including equipment and installation requirements, at the premises of the subscriber, for the provision of MCI services to such subscribers.

2.2.6.2 Bell Atlantic shall notify MCIm of any problems observed on the customer side of the NID in a timely manner. Bell Atlantic shall not relay to the customer that inside wire could have been performed during a Bell Atlantic technician's visit if the customer was a Bell Atlantic customer rather than an MCIm customer.

#### **2.2.7 Firm Order Confirmation ("FOC")**

2.2.7.1 Subject to Section 15 of Part A, the providing Party shall provide to the purchasing Party, via an electronic interface, a FOC meeting OBF standards for each purchasing Party order, after a reasonable implementation interval from final acceptance of the particular OBF standard.

2.2.7.2 For a revised FOC, the providing Party shall provide order detail in accordance with OBF standards after a reasonable implementation interval from final acceptance of the particular OBF standard.

#### **2.2.8 Order Rejections**

2.2.8.1 The providing Party shall reject and return to the purchasing Party any order that is incomplete, internally inconsistent, or that the providing Party cannot provision due to defects, including, but not limited to, the requested due date is prior to the submission date. When MCIm orders reach Bell Atlantic's service order processing systems, those orders will be processed or rejected at Parity.

#### **2.2.9 Service Order Changes**

2.2.9.1 If an installation or other ordered work requires a material change from the original service order, the providing Party shall call the purchasing Party in advance of performing the installation or other work to obtain authorization. The providing Party shall then provide the purchasing Party an estimate of additional labor hours and/or materials. After all installation or other work is completed, the providing Party shall promptly notify the purchasing Party of actual labor hours and/or materials used in accordance with regular service order completion processes.

2.2.9.1.1 If additional work is completed on a service order, as approved by the purchasing Party, the cost of the additional work must be reported to the purchasing Party.

2.2.9.1.2 If work on a service order is partially completed, notification shall identify the work that was performed and work remaining to be completed.

2.2.9.2 If an MCIIm subscriber requests a service change at the time of installation or other work being performed by Bell Atlantic on behalf of MCIIm, Bell Atlantic, while at the subscriber premises, shall direct the MCIIm subscriber to contact MCIIm to order such change.

#### **2.2.10 Jeopardy Situations**

2.2.10.1 The providing Party shall provide to the purchasing Party known delayed order notification prior to the committed due date, and other known delays in completing work specified on the purchasing Party's service order as detailed on the FOC, in accordance with mutually agreed procedures.

#### **2.2.11 Cooperative Testing**

2.2.11.1 Cooperative Testing shall be performed in accordance with Attachment III, Section 15.1.

##### **2.2.11.2 Systems and Process Testing**

2.2.11.2.1 The Parties shall cooperate upon request to assess whether all operational interfaces and processes are in place and functioning as intended. Testing shall simulate actual operational procedures and systems interfaces to the greatest extent possible. Either Party may request cooperative testing as it deems appropriate to assess service performance, reliability, and subscriber serviceability. The requested Party may levy time and materials charges on the requesting Party.

#### **2.2.12 Service Suspensions/Restorations**

2.2.12.1 Upon a request through a suspend/restore order, which shall comply with Applicable Law, Bell Atlantic shall suspend or restore the functionality of any Network Element or Local Resale service. Bell Atlantic shall provide restoration priority on a per Network Element or Combination basis in a manner that conforms with priorities requested by MCIIm, which shall comply with Applicable Law.

#### **2.2.13 Disconnects**

2.2.13.1 The providing Party shall notify the purchasing Party of any termination of service provided under this Agreement when such termination is requested by the providing Party or any third-party. Such notice shall be in a format and detail consistent with industry standards.

#### **2.2.14 Order Completion Notification**

2.2.14.1 Subject to Section 15 of Part A and when industry standards are developed for such service, and after a reasonable implementation interval, upon completion of a service order by the providing Party, the providing Party shall submit to the purchasing Party an order completion which reasonably details the work performed. Notification shall be provided in accordance with industry standards when developed. The Parties will cooperate in the interim to assure adequate notification.

#### **2.2.15 Fulfillment Process**

2.2.15.1 Each Party shall conduct all activities associated with the account fulfillment process for all of its subscribers.

#### **2.2.16 Specific Unbundling Requirements**

2.2.16.1 MCIm may order and Bell Atlantic shall provision Network Elements either individually or in Technically Feasible Combinations. Network Elements ordered as combined shall be reasonably provisioned as combined by Bell Atlantic, unless MCIm specifies that the Network Elements ordered in Combination be provisioned separately.

2.2.16.2 Prior to providing service in a specific geographic area or when MCIm requires a change of network configuration, the Parties shall cooperate in planning the preparation of Network Elements and Switch translations in advance of orders for additional Network Elements from MCIm.

2.2.16.3 For mutually-agreed Combinations of Network Elements, Network Elements that are currently connected and ordered together will not be physically disconnected, except for technical reasons.

2.2.16.4 Network Elements to be provisioned together shall be identified and ordered by MCIm as such.

2.2.16.5 When ordering a Combination of Network Elements, MCIm shall have the option of ordering all features, functions and capabilities of each Network Element, as they exist in Bell Atlantic's network on the Effective Date.

2.2.16.6 When MCIm orders Network Elements, Bell Atlantic shall provision the features, functions, and capabilities of the Network Elements specified in this Agreement for such element, as reflected on MCIm's order.

2.2.16.7 MCI and Bell Atlantic shall cooperate and coordinate activities including the sharing of relevant specifications in such a manner as to promote compatibility between and among respective service elements.

2.2.16.8 Orders for Network Elements will generally contain relevant administration, bill, contact, and subscriber information, as defined by the OBF.

## **2.3 Systems Interfaces and Information**

### **2.3.1 General Requirements**

2.3.1.1 Where access to operational support systems functionality is required, Bell Atlantic shall provide to MCI electronic interface(s) for transferring and receiving information and executing transactions in regards to service ordering and provisioning of Network Elements and Local Resale. Subject to Section 15 of Part A, the interface(s) shall be capable of supporting the steps in the OBF-developed ordering and provisioning process no later than April 1, 1997.

2.3.1.2 Bell Atlantic interfaces shall provide MCI with the same process and system capabilities for both residence and business ordering and provisioning at Parity.

2.3.1.3 Bell Atlantic and MCI shall agree on and implement interim solutions for Bell Atlantic interfaces within forty-five (45) days after the Effective Date of this Agreement. Such interim interface(s) shall, at a minimum, provide MCI the same functionality and level of service as is currently provided by the electronic interfaces used by Bell Atlantic for its own systems, users, or subscribers.

2.3.1.4 The foregoing interim interfaces or processes may be modified, if so agreed by MCI and Bell Atlantic, during the interim period.

2.3.1.5 Until the Party's electronic interfaces are available, the providing Party agrees that a co-carrier service center ("CSSC") or similar function will accept a purchasing Party's orders. Orders will be transmitted to the CSSC via an interface or method agreed upon by the Parties.

2.3.1.6 For territories in which Bell Atlantic provides Telephone Exchange Services, Bell Atlantic shall provide MCI with at least 1-2 months prior notification of local calling area changes, and generally publish any area code splits at least three (3) months prior to such splits going into effect.



2.3.1.7 In the event that Bell Atlantic develops the capability to furnish such data on a per Switch basis or such provision becomes consistent with industry standards, Bell Atlantic shall provide to MCI, at no more than Bell Atlantic's incremental cost, a list by end office Switch of all CLASS, CENTREX and Custom features and functions and shall provide updates to such list at the time new features and functions become available.

## **2.3.2 Ordering and Provisioning for Resale Services**

2.3.2.1 Bell Atlantic shall provide to MCI all intraLATA (when presubscription is available) and interLATA carriers available for subscriber selection based on a valid subscriber address.

2.3.2.2 In the event that Bell Atlantic develops the capability to furnish such data on a per Switch basis or such provision becomes consistent with industry standards, Bell Atlantic shall provide to MCI, upon MCI's request and at no more than Bell Atlantic's incremental cost, a listing of street addresses within the service coverage area of each Switch.

2.3.2.3 Subject to the provisions of Part A, Section 22 (Confidentiality and Publicity) and in accordance with all Applicable Law and regulations, the providing Party shall provide the requesting Party with access to CPNI of a requesting Party subscriber without requiring the requesting Party to produce a signed LOA based on the requesting Party's representation that the subscriber has authorized the requesting Party to obtain such CPNI.

2.3.2.3.1 Bell Atlantic shall provide to MCI an electronic interface to Bell Atlantic subscriber information systems which will allow MCI to obtain Bell Atlantic's current subscriber profile based on valid bill telephone number or working telephone number, including subscriber name, billing and service addresses, billed telephone number(s), and identification of features and services on the subscriber accounts, and, in response to a valid telephone number or address, allow MCI to obtain information on features and services available in the end office where subscriber's services are currently provisioned.

2.3.2.3.2 Until access is available via an electronic interface for subscriber profile information, MCI agrees that Bell Atlantic can obtain subscriber profile information in an interim manner. The Parties shall agree on and implement interim solutions for interfaces within forty-five (45) days after the Effective Date of this Agreement.

2.3.2.4 Bell Atlantic shall provide to MCIIm a list of Local Resale services, including new services and eligible trial offers and promotions, within sixty (60) days after the Effective Date of this Agreement, and shall provide updates to such information as soon as practicable after new features and functions become available.

2.3.2.5 Bell Atlantic shall provide to MCIIm mediated query-response via an electronic interface to Bell Atlantic information systems as soon as possible, but no later than April 1, 1997 to allow MCIIm to:

2.3.2.5.1 assign telephone number(s) (if the subscriber does not already have a telephone number or requests a change of telephone number);

2.3.2.5.2 schedule dispatch and installation appointments;

2.3.2.5.3 provide service availability dates; and

2.3.2.5.4 transmit status information on service orders. Until the electronic interface is available, Bell Atlantic agrees that it will provide status on service orders at the following critical intervals: acknowledgment and firm order confirmation according to interim procedures to be mutually developed.

### **2.3.3 Ordering and Provisioning for Unbundling**

2.3.3.1 Bell Atlantic shall provide to MCIIm, upon reasonable request a listing of available, orderable services for Network Elements.

2.3.3.2 Bell Atlantic shall provide to MCIIm upon request such engineering design and layout information for Network Elements as may be mutually agreed.

2.3.3.3 Bell Atlantic shall provide to MCIIm an electronic interface as soon as practicable after applicable OBF standards are formally accepted which will allow MCIIm to determine service due date intervals and schedule appointments.

2.3.3.4 Where applicable, Bell Atlantic shall provide to MCIIm information on charges associated with special construction. Bell Atlantic agrees that it will, as soon as practicable, notify MCIIm of any charges associated with necessary construction.

2.3.3.5 On request from MCIIm, Bell Atlantic shall provide MCIIm with results from mechanized loop tests where such tests are

Technically Feasible on a time and materials basis or at Commission-approved rates, as appropriate.

2.3.3.6 Bell Atlantic shall provide MCIIm with confirmation of circuit assignments at Parity.

## **2.4 Standards**

### **2.4.1 General Requirements**

2.4.1.1 MCIIm and Bell Atlantic shall agree upon the appropriate ordering and provisioning codes to be used for Network Elements. These codes shall apply to all aspects of the unbundling of that element or Combination of elements and shall be known as data elements as defined by the Telecommunications Industry Forum Electronic Data Interchange Service Order Subcommittee ("TCIF-EDI-SOSC").

## ***Section 3. Billing and Recording***

This Section 3 describes the requirements for Bell Atlantic to bill and record charges MCIIm incurs when purchasing services under this Agreement, except as may be otherwise specified in this Agreement.

### **3.1 Billable Information And Charges**

#### **3.1.1 Interim Billing**

The interim billing process described herein shall commence upon the Effective Date and continue until replaced by the standard billing process described below, with such replacement by no later than the end of the third quarter 1997 for Local Resale services purchased from Bell Atlantic by MCIIm. With regard to Network Elements, interim billing shall commence upon the Effective Date and continue until replaced by standard Billing Operations System ("BOS") billing for such elements. Bell Atlantic shall implement the BOS release that includes Network Element billing as soon as practicable after the release is available, and will promptly inform MCIIm in writing if, given the nature and magnitude of that release, implementation is likely to take more than sixty (60) days after the release is made available. Notwithstanding the foregoing, with respect to unbundled loops, unbundled switching and INP, Bell Atlantic will provide MCIIm with an implementation date for BOS billing within ninety (90) days after the Effective Date.

3.1.1.2 Except as otherwise provided in this Section 3, Bell Atlantic will use its existing billing systems to issue bills and invoices to MCIIm for

amounts due under this Agreement. These bills and invoices will contain a summary of account charges with component elements and/or records when applicable. The Parties acknowledge that Bell Atlantic's existing billing system does not issue bills or invoices in accordance with national industry standard specifications in all respects.

3.1.1.3 Bell Atlantic will provide MCIIm with the capability to summarize by features and functions both monthly recurring and non-recurring charges. This capability may be satisfied by use of Bell Atlantic's CD-ROM billing for Resellers. Bell Atlantic shall cooperate with MCIIm on the testing and acceptance of interim billing procedures.

3.1.1.4 The providing Party will initially identify the purchasing Party's Billing Account Numbers (BAN) (or for MCIIm, the functionally equivalent thereof) and will not change them without ten (10) days advance written notice to the purchasing Party.

3.1.1.5 The providing Party will use a minimum of two BANs per state, one for residential customers and one for business customers. The Parties acknowledge that in Bell Atlantic's billing system, only 50,000 component accounts can be on one summary bill and that a new summary bill may be created when any MCIIm master account exceeds 45,000 component accounts.

3.1.1.6 Bell Atlantic will not use the 7th or the 14th day of the month for bill closing dates.

3.1.1.7 The providing Party will use reasonable efforts to transmit paper bills to the purchasing Party within ten (10) days of the bill closing date. If the providing Party fails to transmit an invoice within the time period specified above, the payment due date for that invoice will be extended by the number of days it is late.

### **3.1.2 Standard Billing**

3.1.2.1 The providing Party will bill services in accordance with this Section 3 and at the rates set forth in Attachment I. The providing Party will use commercially reasonable efforts to format its electronic bills in accordance with national industry standard specifications, as appropriate. These electronic bills will include a separate and unique billing code for, and the quantity of, each type of service purchased by the purchasing Party. The providing Party will jurisdictionally identify the charges on these bills wherever it has the information necessary to do so. Wherever the providing Party is unable to identify the jurisdiction of the service

purchased by the purchasing Party, the Parties will jointly develop a process to determine the appropriate jurisdiction.

3.1.2.2 The providing Party will bill the purchasing Party on a monthly basis under this Agreement. These monthly bills will include all appropriate charges, credits and adjustments for the services that were ordered, established, utilized, discontinued or performed during the relevant billing period.

3.1.2.3 The providing Party and the purchasing Party will use reasonable commercial efforts to establish the same monthly billing date ("Bill Date") for each purchasing Party account within the state. The providing Party will include the Bill Date on each invoice transmitted to the purchasing Party. The payment due date (as described in this Attachment) shall be thirty (30) calendar days after the Bill Date. The providing Party will transmit all invoices within ten (10) calendar days after the Bill Date. Any invoice transmitted on a Saturday, Sunday or a day designated as a holiday by the Parties' bill processing departments will be deemed transmitted on the next business day. If the providing Party fails to transmit an invoice within the time period specified above, the payment due date for that invoice will be extended by the number of days it is late.

3.1.2.4 The providing Party will use the same account identification numbers each month, unless it provides the purchasing Party with ten (10) days advance written notice of any change. If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to an error or omission of the providing Party.

3.1.2.5 Except as otherwise specified in this Agreement, each Party shall be responsible for (i) all costs and expenses it incurs in complying with its obligations under this Agreement; and (ii) the development, modification, technical installation and maintenance of any systems or other infrastructure which it requires to comply with and to continue complying with its responsibilities and obligations under this Agreement.

3.1.2.6 The providing Party and purchasing Party will identify a contact person for the handling of any questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment.

### **3.1.3 Meet-Point Billing**

3.1.3.1 For purposes of this Section 3.1.3, "Tandem Party" shall mean the Party connected to the IXC. The "End Office Party" shall mean the Party

using the Tandem Party to reach the IXC. The End Office Party and the Tandem Party will utilize commercially reasonable efforts, individually and collectively, to establish meet-point billing ("MPB") arrangements to provide a Common Transport option to switched Access Services subscribers via an access Tandem Switch in accordance with the Meet-Point Billing guidelines adopted by and contained in the OBF's MECAB and MECOD documents, except as modified herein and the Tandem Party's Tariffs. The arrangements described in this section are intended to be used to provide switched Exchange Access Service that originates and/or terminates on a Telephone Exchange Service that is provided by either Party, where the transport component of the switched Exchange Access Service is routed through a Tandem Switch that is provided by the Tandem Party.

3.1.3.2 In each LATA, the Parties shall establish MPB arrangements between the applicable rating point/the Tandem Party local serving Wire Center combinations.

3.1.3.3 Interconnection for the MPB arrangement shall occur at the applicable access tandems or functional equivalent in the LATA, unless otherwise agreed to by the Parties.

3.1.3.4 The Parties will use commercially reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access Tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor Tariff, to reflect the MPB arrangements identified in this Agreement, in MECAB and in MECOD.

3.1.3.5 Each Party will implement the "multiple bill/single tariff" or "multiple bill/multiple tariff" option, as appropriate, in order to bill any IXC for the portion of the jointly provided Access Service provided by that Party. For all traffic carried over MPB arrangements using Network Elements or interconnection services provided under this Agreement, the Parties shall bill each other all applicable rates specified in this Agreement.

3.1.3.6 The rate elements to be billed by each Party are as set forth below. The actual rate values for each Party's affected Access Service rate element shall be the rates contained in that Party's own effective federal and state access Tariffs, or other document that contains the terms under which that Party's Access Services are offered. The MPB billing percentages for each rating point/Tandem Party local serving Wire Center Combination shall be calculated in accordance with the formula set forth in subsection 3.1.3.15 below.

## 3.1.3.6.1 Rate Elements under Meet-Point Billing

**Interstate Access - Terminating to or originating from End Office Party subscribers**

<b><u>Rate Element</u></b>	<b><u>Billing Company</u></b>
Carrier Common Line	End Office Party
Local Switching	End Office Party
Interconnection Charge	End Office Party
Local Transport Facility/ Tandem Switched Transport Per Mile	Based on negotiated billing percentage
Tandem Switching	Tandem Party
Local Transport Termination/ Tandem Switched Transport Fixed	Tandem Party
Entrance Facility	Tandem Party
800 Database Query	Party that performs query

**Intrastate Access - Terminating to or originating from End Office Party subscribers (Pre-LTR tariff)**

<b><u>Rate Element</u></b>	<b><u>Billing Company</u></b>
Carrier Common Line	End Office Party
Local Switching	End Office Party
Transport	Based on negotiated billing percentage

**Intrastate Access - Terminating to or originating from End Office Party subscribers (Post-LTR tariff)**

<b><u>Rate Element</u></b>	<b><u>Billing Company</u></b>
Carrier Common Line	End Office Party
Local Switching	End Office Party
Interconnection Charge	End Office Party
Local Transport Facility/ Tandem Switched Transport Per Mile	Based on negotiated billing percentage
Tandem Switching	Tandem Party
Local Transport Termination/ Tandem Switched Transport Fixed	Tandem Party
Entrance Facility	Tandem Party
800 Database Query	Party that performs query

3.1.3.7 Each Party shall provide the other Party with the billing name, billing address, and carrier identification code ("CIC") of the IXC, and identification of the IXC's local serving Wire Center in order to comply

with the MPB notification process as outlined in the MECAB document via facsimile or such other media as the Parties may agree to, all in accordance with a Party's existing offerings.

3.1.3.8 The Tandem Party will provide the End Office Party with the switched access detail usage data (category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days of bill rendering.

3.1.3.9 The End Office Party will provide the Tandem Party with the switched access detail usage data (category 1101XX records) on magnetic tape or via such other media as the Parties may agree to, no later than ten (10) business days after the date the usage occurred.

3.1.3.10 The Parties will coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers or OCN, as appropriate, for the MPB arrangements described in this Agreement. Each Party will notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

3.1.3.11 Errors in MPB data exchanged by the Parties may be discovered by the End Office Party, the Tandem Party or the billable IXC. Both the End Office Party and the Tandem Party agree to provide the other Party with notification of any discovered errors as soon as practicable following such discovery. The other Party shall attempt to correct the error and resubmit the data as soon as practicable after notification. In the event the errors cannot be corrected within the time period specified above, the erroneous data shall be considered lost. If MPB data is lost due to incorrectable errors or otherwise, both Parties shall cooperate to reconstruct the lost data and, if such reconstruction is not possible, shall accept a reasonable estimate of the lost data based upon prior usage data. Each Party shall be responsible for any lost revenue arising from its inability to relocate lost data that is adequate to support the other Party's billing of IXCs' subscriber(s).

3.1.3.12 Neither Party will charge the other for the services rendered, or for information provided pursuant to this Section 3, except those MPB and other charges set forth herein. Both Parties will identify a contact person to handle any MPB questions or problems.

3.1.3.13 MPB will apply for all traffic bearing the 500, 900, 800/888 (to the extent provided by an IXC) or any other non-geographic NPA which may be likewise designated for such traffic in the future.



3.1.3.14 In the event a Party determines to offer Telephone Exchange Services in a LATA in which the other Party operates an access Tandem Switch, the Tandem Party shall permit and enable the End Office Party to subserve the Tandem Party access Tandem Switch(es) designated for the Tandem Party end offices in the area where the End Office Party rating points(s) associated with the NPA-NXX(s) to/from which the switched Exchange Access Services are homed. The MPB billing percentages for each new rating point/the End Office Party local serving Wire Center Combination shall be calculated according to the following formula:

$$a / (a + b) = \text{End Office Party Billing Percentage; and}$$

$$b / (a + b) = \text{Tandem Party Billing Percentage}$$

where:

a = the airline mileage between the rating point and the actual point of interconnection for the MPB arrangement; and

b = the airline mileage between the Tandem Party local serving Wire Center and the actual point of interconnection for the MPB arrangement.

The End Office Party shall inform the Tandem Party of the LATA in which it intends to offer Telephone Exchange Services and its calculation of the billing percentages which should apply for such arrangement. Within ten (10) business days of the End Office Party's delivery of notice to the Tandem Party, the Tandem Party and the End Office Party shall confirm the new rating point/Tandem Party local serving Wire Center Combination and billing percentages. Nothing in this subsection shall be construed to limit the End Office Party's ability to interconnect with the Tandem Party in additional LATAs by means of interconnection at a local serving Wire Center, to the extent that such interconnection is permitted under this Agreement.

### 3.1.4 Collocation

3.1.4.1 Bell Atlantic agrees to issue a separate bill to MCI for any Collocation capital expenditures (e.g., costs associated with building the "cage") incurred under this Agreement. Bell Atlantic will send these separate bills for Collocation capital expenses to the location specified by MCI. Bell Atlantic will bill all other non-capital recurring Collocation rates to MCI in accordance with this Section 3.

### 3.1.5 Local Number Portability

3.1.5.1 The providing Party agrees to track and record the purchasing Party's Interim Number Portability usage. After the Commission establishes a final competitively neutral Interim Number Portability funding mechanism and rate, the providing Party will bill the purchasing Party for the usage that accrued before the Commission's final decision. The purchasing Party agrees to pay these bills with appropriate Commission-determined interest charges, but reserves the right to challenge the accuracy of the tracking.

3.1.5.2 Under the INP arrangement in this Agreement, terminating compensation on calls to ported numbers should be received by each customer's chosen local service provider as if each call to the customer had been originally addressed by the caller to a telephone number bearing an NPA-NXX directly assigned to the customer's chosen local service provider. In order to accomplish this objective where INP is employed, the Parties shall utilize the process set forth in this Subsection 3.1.5.2 whereby terminating compensation on calls subject to INP will be passed from the Party that performs the INP to the other Party for whose subscriber the INP is provided.

3.1.5.2.1 The Parties shall individually and collectively make best efforts to track and quantify INP traffic between their networks based on the CPN of each call by identifying CPNs which are ported numbers. MCI shall charge Bell Atlantic for each minute of INP traffic at the INP traffic rate specified in Subsection 3.1.5.2.3 in lieu of any other compensation charges for terminating such traffic, except as provided in Subsection 3.1.5.2.2.

3.1.5.2.2 By the interconnection activation date within a LATA, the Parties shall jointly estimate for the prospective six (6) months, based on historic data of all traffic in the LATA, the percentages of such traffic that, if dialed to telephone numbers bearing NPA-NXXs directly assigned to MCI (as opposed to the ported number), would have been subject to: (i) local compensation ("Local Traffic"); (ii) appropriate intrastate FGD charges ("Intra Traffic"); (iii) interstate FGD charges ("Inter Traffic"); or (iv) handling as transit traffic. On the date which is six (6) months after the interconnection activation date, and thereafter on each succeeding six month anniversary of such interconnection activation date, the Parties shall establish new INP traffic percentages in the prospective six (6) month period, based on Bell Atlantic's choice of actual INP traffic percentages from the

preceding six (6) month period or historic data of all traffic in the LATA.

3.1.5.2.3 The INP traffic rate shall be equal to the sum of:

(Local Traffic percentage times the rate for local traffic transportation and termination set forth in Attachment I)

plus

(Intra Traffic percentage times MCIm's effective intrastate FGD rates)

plus

(Inter Traffic percentage times MCIm's effective interstate FGD rates).

MCIm shall compensate Bell Atlantic for its billing and collection of charges for the intrastate and interstate FGD Access Services provided by MCIm to a third-party through the greater of: (i) the difference between the intrastate and interstate FGD rates of MCIm and Bell Atlantic; or (ii) three percent (3%) of Bell Atlantic's intrastate and interstate FGD revenues for ported numbers. Under no circumstances shall Bell Atlantic, in performing the billing and collections service on behalf of MCIm, be obligated to pass through more than ninety-seven percent (97%) of its FGD access charge to MCIm in connection with any given ported call.

### 3.1.6 Electronic Transmissions

3.1.6.1 The providing Party agrees to transmit bills and invoices in the appropriate CABS or SECAB format electronically via Connect:Direct (formerly known as Network Data Mover) to the purchasing Party at an agreed upon location.

### 3.1.7 Tape or Paper Transmissions

3.1.7.1 In the event that the Connect:Direct capabilities of either Party are not available, the Parties will transmit billing information to each other via magnetic tape or paper, as agreed to by the Parties. The Parties shall cooperate in determining such alternate billing methods, when necessary.

### 3.1.8 Payment Of Charges

3.1.8.1 Payments of all undisputed amounts due under this Agreement shall be made in U.S. Dollars no later than the due date on an invoice or bill. At least thirty (30) days prior to the first transmission of a bill or invoice under this Agreement, the Parties shall provide each other the name and address to whom payment shall be made, including where appropriate, the respective banks, and account and routing numbers. If

such banking information changes, each Party shall provide the other Party at least sixty (60) days written notice of the change and such notice shall include the new banking information. In the event the purchasing Party receives multiple bills or invoices from the providing Party which are payable on the same date, the purchasing Party may remit one payment for the sum of all bills and invoices. Each Party shall provide the other Party with a contact person for the handling of payment questions or problems under this Agreement.

3.1.8.2 Undisputed amounts which are not paid by the due date stated on the providing Party's bill shall be subject to a late payment charge. The late payment charge shall be in the amount provided in Bell Atlantic's interstate access tariff; provided, that in the absence of an interstate access tariff late payment charge, the late payment charge shall be in an amount specified by the providing Party, which shall not exceed a rate of one and one-half percent (1.5%) of the overdue amount (including any unpaid, previously billed late payment charges) per month.

3.1.8.3 Although it is the intent of each Party as a providing Party to submit timely and accurate bills, failure by a providing Party to present bills to a purchasing Party in a timely or accurate manner shall not constitute a breach or default of this Agreement, or a waiver of a right of payment of the incurred charges, by the providing Party. Closure of a specific billing period shall occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further charges, analysis and financial transactions, except those resulting from an Audit or for charges due under a "true-up" of charges pursuant to Sections 3.1.5 hereunder. Closure shall take place within nine (9) months of the Bill Date. The month being closed represents those charges that were billed or should have been billed by the respective Bill Date.

### **3.1.9 Billing Dispute**

3.1.9.1 Subject to and without waiver of any of the providing Party's rights under Section 21.3 of Part A of this Agreement, each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:

3.1.9.1.1 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution.

3.1.9.1.2 If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.

3.1.9.1.3 If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be resolved in accordance with the dispute resolution procedures set forth in Part A of this Agreement.

3.1.9.2 Upon resolution of the dispute, the relevant Party shall pay all amounts determined to have been due in accordance with Section 21.3 of Part A.

### 3.2 Standards

3.2.1 At least twenty (20) days prior to the providing Party transmitting a bill or invoice to the purchasing Party for the first time via electronic transmission or tape, or at least thirty (30) days prior to changing mechanized formats (i.e., from SECAB to CABS), the providing Party will transmit to the purchasing Party a test bill or invoice in the appropriate mechanized format. The providing Party will also provide to the purchasing Party the providing Party's originating or state level company code, so that it may be added to the purchasing Party's internal tables at least twenty (20) calendar days prior to testing or a change in the providing Party's originating or state level company code. The purchasing Party will notify the providing Party within the time period agreed to by the Parties if the test bill or invoice transmission fails to meet the purchasing Party's testing specifications. The Parties will work cooperatively to resolve any problems identified by the transmission of the test bill or invoice.

3.2.2 As mutually agreed upon prior to any change in existing formats or change to a different format, the providing Party shall send to the purchasing Party connectivity bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment. The providing Party agrees that it shall not send to the purchasing Party bill data in the new mechanized format until such bill data has met the testing specifications as set forth in this subsection. The providing Party shall provide the purchasing Party documentation on proposed format changes within ninety (90) days of the implementation of such changes.

3.2.3 The providing Party agrees that if it transmits data to the purchasing Party in a mechanized format, the providing Party shall also comply with the following

specifications which are not contained in CABS or SECAB guidelines, but which are necessary for the purchasing Party to process connectivity billing information and data:

3.2.3.1 The Bill Date shall not contain spaces or non-numeric values.

3.2.3.2 Each Connectivity Bill must contain at least one detail record, unless no usage has been recorded. Industry standards require that zero bills be rendered.

3.2.3.3 Any "from" date should be less than the associated "thru" date and neither date can contain spaces, unless otherwise permitted under applicable industry standards.

3.2.3.4 The invoice number must not have embedded spaces or low values.

3.2.4 The providing Party agrees to use commercially reasonable efforts to transmit to the purchasing Party accurate and current bills and invoices. If necessary beyond the provisions of this Section 3, the Parties agree to negotiate implementations of controls and processes to facilitate the transmission of accurate and current bills and invoices.

#### ***Section 4. Provision Of Subscriber Usage Data***

For Local Resale and Local Switching, this Section 4 sets forth the terms and conditions for Bell Atlantic's provision of Recorded Usage Data (as defined in Section 4.1.1.3 below) to MCIm in connection with the provision to MCIm of Bell Atlantic's Switch-based services.

#### **4.1 Procedures**

##### **4.1.1 General**

4.1.1.1 Bell Atlantic shall use commercially reasonable efforts to comply with OBF and other standards set forth in this Section 4. To satisfy this requirement, Bell Atlantic and MCIm shall mutually agree to the interpretation of any such standards referred to in this Section 4.

4.1.1.2 Bell Atlantic shall use commercially reasonable efforts to comply with Bellcore-documented EMR standards and the additional standards set forth in this Section 4 when recording and transmitting Recorded Usage Data to MCIm.

4.1.1.3 Bell Atlantic shall record such Recorded Usage Data originating from MCIm subscribers that Bell Atlantic records with respect to its own